

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
WESTERN DIVISION

UNITED STATES OF AMERICA

PLAINTIFF

VS

CIVIL ACTION NO. 5:11cv105DCB-JMR

\$70,000 SEIZED FROM MUTUAL CREDIT
UNION, ACCOUNT NO. XXXXXX-04

DEFENDANT
PROPERTY

AGREED SETTLEMENT ORDER OF FORFEITURE

COME NOW, Plaintiff United States of America (“the Government”), by and through the United States Attorney for the Southern District of Mississippi, and Claimant Lee A. Davis (“Claimant”), by and through Claimant’s counsel of record, Clarence T. Guthrie, III, Esq., and set forth the following agreement:

WHEREAS, on or about April 5, 2011, the Internal Revenue Service (“IRS”) seized pursuant to a seizure warrant issued in the Southern District of Mississippi \$70,000 from Mutual Credit Union, Account No. XXXXXX-04;

WHEREAS, on July 13, 2011, the Government filed a Verified Complaint for Forfeiture *in Rem* [Ct. Doc. No. 1] against the Defendant Property, seeking to forfeit the aforementioned \$70,000 from Mutual Credit Union, Account No. XXXXXX-04;

WHEREAS, on November 28, 2011, Claimant filed, by and through Claimant’s attorney, a Verified Claim of Interest [Ct. Doc. No. 18] in the Defendant Property, asserting a claim to the Defendant Property and seeking to defend against the instant civil forfeiture action;

WHEREAS, on December 8, 2011, Claimant filed an Amended Answer [Ct. Doc. No. 19] to the Government’s Verified Complaint;

WHEREAS, the Government and Claimant wish to avoid the necessity of litigating this forfeiture action further; have agreed to terms and conditions under which further litigation may be avoided; and desire to finalize and make formal said Agreement;

WHEREAS, Clarence T. Guthrie, III, Esq., counsel for Claimant, is duly authorized to represent the Claimant and to enter into this Agreed Settlement Order of Forfeiture; and

WHEREAS, the Government and Claimant Lee A. Davis, acting by and through Claimant's counsel of record, have reached a verbal agreement in the settlement of this civil asset forfeiture action and agree upon a full and complete settlement of all claims and potential claims of Claimant Lee A. Davis in this action as set forth below:

1. On or about April 5, 2011, the IRS seized pursuant to a seizure warrant issued in the Southern District of Mississippi the Defendant \$70,000 from Mutual Credit Union, Account No. XXXXXX-04.

2. Without admitting any participation in the underlying specified unlawful activity or any other wrongdoings, Claimant stipulates to the fact that the seized currency was subject to forfeiture pursuant to Title 31 U.S.C. § 5317(c)(2) and Title 18 U.S.C. §§ 981 and 984.

3. Claimant agrees to withdraw his claim to the seized currency.

4. Claimant agrees that Twenty Thousand Dollars (\$20,000.00) of the seized currency will be forfeited to the Government pursuant to Title 31 U.S.C. § 5317(c)(2) and Title 18 U.S.C. §§ 981 and 984.

5. The Government hereby agrees not to pursue the civil forfeiture action against the remaining Fifty Thousand Dollars (\$50,000.00) in United States Currency.

6. The Government agrees to release to Claimant Lee A. Davis, by and through Clarence T. Guthrie, III, Claimant's attorney of records, the remaining Fifty Thousand Dollars (\$50,000.00).

7. Claimant Lee A. Davis, hereby releases and forever discharges the United States of America, the United States Department of Justice, the Internal Revenue Service, their officers, agents, and employees from any and all action, suits, proceedings, debts, dues, contracts, judgments, damages, claims and/or demands whatsoever in law or equity which the Claimant ever had, now has, or may have in the future in connection with the seizure and detention of the seized property at issue herein.

8. Claimant agrees to hold harmless and save the United States of America, the United States Department of Justice, the Internal Revenue Service, their officers, agents, and employees, from any and all claims by Claimant, including costs and expenses for or on account of any and all lawsuits or claims of any character whatsoever, in connection with the seizure and detention of the seized currency at issue herein.

9. Claimant hereby waives any claim to attorney's fees, interest and any other relief not specifically provided for in this Agreement.

10. This Agreement does not constitute an admission or denial by either party regarding the facts and circumstances surrounding the seizure of the currency at issue herein and this Agreement does not excuse or forgive any criminal act by Claimant or immunize Claimant from any criminal prosecution.

11. The parties expressly agree that nothing in this Agreement establishes, acknowledges, or validates any claims of ownership over the seized property by any party at the time of its seizure. Claimant hereby represents that he knows of no other parties with a valid claim to the seized property described herein.

12. The Government and Claimant Lee A. Davis agree that this Agreed Settlement Order of Forfeiture constitutes a full and complete settlement of all pending claims and issues in this case and agree that this Agreed Settlement Order of Forfeiture shall be filed with the Court and made a part of the official record in this case. It is further agreed that this Agreement may not be modified or amended except by written agreement executed by each of the parties.

SO ORDERED AND ADJUDGED this 24th day of October, 2012.

s/ David Bramlette
UNITED STATES DISTRICT JUDGE

Approved and Agreed to:


E. CARLOS TANNER, III
Assistant United States Attorney

10.18.12
Date


LEE A. DAVIS, Claimant

10.17--12
Date


CLARENCE T. GUTHRIE, III
Attorney for Claimant Lee A. Davis

10/17/2012
Date